

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 4</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">15-Feb-2007</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356		CODE W917PM		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W917PM-07-R-0042	
				X		9B. DATED (SEE ITEM 11) 28-Jan-2007	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) ANA HEATING & COOLING UPGRADES, GARDEZ, HERAT & MAZIR-e-SHARIF, AFGHANISTAN The purpose of this amendment is as follows: a. Correct performance of work period to read 210 calendar days. b. All other terms and conditions remains the same.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 15-Feb-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The contractor period of performance end date has changed from 180 days to 210 days.

The following have been modified:

00150 THE DESIGN-BUILD PROCESS**SECTION 00150****THE DESIGN/BUILD PROCESS****PART 1 - GENERAL****1. DESIGN/BUILD (DB) PROCESS**

The facility shall be designed and built by a single DB contractor. The DB contractor may be a single firm or a team of firms that includes registered Architects and Engineers either employed by or subcontracted to the DB contractor. Licensing jurisdiction of Architects and Engineers of record shall be verifiable. The DB contractor shall be the Architect/Engineer-of-Record, whether the DB contractor utilizes services of licensed architects and engineers employed by its firm or subcontracts with independent architectural and/or engineering firm(s). The DB contractor shall be solely liable for design errors and/or omissions and should be insured as the A-E firm against design errors and omissions.

Section 00555, DESIGN CONCEPT DOCUMENTS identifies project documents furnished herewith to be used as the basis for the project design and construction documents. The successful Offeror shall be required to complete the design and construction documentation, and construct the project in compliance with these completed requirements.

2. OUTLINE DESCRIPTION OF THE DB PHASE

No work can begin on any phase of the process until an authorization Letter to Commence for that phase is issued.

2.1 PROPOSAL PHASE

The Proposal Phase includes the period from the time from the issuance of the Request for Proposals (RFP) through the selection process and the final award of the DB contract.

The proposals to be submitted include a Management/Technical Proposal and a Cost/Price Proposal. The contents and organization of the proposal is described in SECTION 00110 - PROPOSAL PREPARATION. The Government will evaluate and award the DB contract to a single Offeror based upon the criteria which are outlined in SECTION 00120 - PROPOSAL EVALUATION AND CONTRACT AWARD.

2.2 DESIGN PHASE

The successful DB contractor shall develop and submit for formal review three submittals and the final design. The DB contractor is encouraged to develop and submit multiple cost saving proposals for innovative design alternatives.

2.2.1 The Design Phase will consist of three parts as follows:

a. Part 1 will be the basic services required to develop the first submittal which represents: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 35% complete drawings and specifications of all other required construction documents. Part I also includes incorporating the revisions identified in the First submittal review.

After approval of the Part 1 drawings and specification submittal, the Government may issue a Letter of Authorization to commence with the Build Phase for all site and off-site utilities, clearing, grubbing, rough grading the site, demolition work, parking lot base course, foundation, and structural framing.

A Pre-design meeting will be conducted to distribute as-built drawings to the DB contractor, finalize and clarify technical information, and clarify other necessary information.

b. Part 2 shall include all design services required to complete the second design submittal: 100% complete drawings and specifications for site preparation work, utility construction, paving, foundation, and structural diaphragm of all work and approximately 65% complete drawings and specifications of all other required construction documents. Part 2 design shall not begin until an approval of the Part 1 submittal is issued.

c. Part 3 shall include all design services required to complete the third design submittal (100%). Part 3 design shall not begin until an approval of the Part 2 submittal is issued.

3. BUILD PHASE

The Build Phase will be initiated by an authorization letter.

The authorization letter will be provided separately by the Contracting Officer for each phase of the work. The Government may give the DB Contractor authorization for the Build Phase for portions of the work following review and approval of the First Design Submittal.

Weekly coordination meetings will be held at which, as a minimum, the DB Contractor's Project Manager, a representative of the Designer, the site Superintendent, and the Contractor's Quality Control Manager shall be present.

4. PROJECT SCHEDULE:

The following is a *suggested* internal design schedule and is subject to modification by the Offeror to suit their particular method of operation. Overall time constraints are required and cannot be changed except by contract modification. Prospective offerors shall be required to submit a complete schedule for design and construction that meets or exceeds the overall time goals of the Government for this project.

Notice to Proceed	following Award of Contract (upon written notification)
Design Phase - Basic Services Pre-design Meeting	within 7 days from Award of Contract
Design Submittal Due	within 30 days following Award of Contract
Submittal Review Conference (location TBD)	within 7 days following submittal review
Incorporate Changes to Submittal (Re-Submit for Review and Approval)	within 7 days following review conference

100% design submittal)

Build Phase Authorization for Remainder
of Work

Upon approval of design submittal

Total Design and Construction Period

210 days (performance period includes design and
construction phases)

Liquidated damages in the amount of \$1124.00 for every calendar day of delay shall be assessed and
charged to the Contractor.

All days are in calendar days.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **Seven (7)** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **210 calendar days**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

(End of Summary of Changes)